

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carena Inc		06/10/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	American Well Inc.		
Street Address:	75 State Street, 26th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5505778	VIRTUALIST	
CORRESPONDENCE DATA			
Fax Number:	8666876019		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	14802350848		
Email:	mwright@wrightlawgroup.com		
Correspondent Name:	Mark Wright		
Address Line 1:	1959 South Power Road		
Address Line 4:	Mesa, ARIZONA 85206		
NAME OF SUBMITTER:	Mark F. Wright		
SIGNATURE:	/Mark F. Wright/		
DATE SIGNED:	04/13/2020		
Total Attachments: 3			
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source=Assignment of Trademarks (Virtualist)#page2.tif			
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OP \$40.00 5505778

ASSIGNMENT OF TRADEMARKS

WHEREAS Carena, Inc., (hereinafter "Assignor") is currently the owner of record for the trademarks, trademark registrations, and trademark applications set forth in Exhibit A (hereinafter collectively the "Marks"), and

WHEREAS American Well Corporation (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Marks and the registrations therefore, together with any common law rights and the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof;

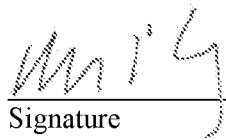
WHEREAS Assignor further agrees to execute and deliver at the reasonable request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by Assignee, to the extent such evidence is in the possession or control of Assignor;

WHEREAS Assignee acknowledges that Assignor transfers the Marks to Assignee "as-is" and "where-is" and that Assignor makes no representations and warranties regarding the value of the Marks, the validity of the Marks, or enforceability of any registrations therefore that may be granted;

WHEREAS Assignee further acknowledges that Assignee shall be solely responsible for all fees, costs, and expenses associated with the assignment of the Marks from Assignor to Assignee;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, on or before the effective date shown above, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks for the United States and throughout the world together with any common law rights and the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof, if any.

FOR ASSIGNOR:



Signature

June 10, 2019

Date

Bradford Gay, SVP & General Counsel

Printed Name and Title

TRADEMARK

REEL: 006914 FRAME: 0874

EXHIBIT A

MARKS

Trademarks	Registration Number
VIRTUALIST	5,505,778

TRADEMARK